Labor Case (*Hammer* v. *Dagenhart*) (1918), 247 U. S. 251, 3 So. LAW Q. 175, 17 MICH. LAW REV. 83, although the element of deceit was present, it was held that Congress could, under the commerce clause only, prohibit evils *subsequent* to interstate commerce, but not evils *antecedent* thereto. This decision, which was very much criticised, was based on the fact that the act would tend to regulate the hours of labor of children in factories, a purely state authority. Clearly under the commerce clause Congress has the power to prohibit interstate commerce in proper cases, and, as the evil aimed at in the instant case *followed* importation, the case is not open to the objection which the court in the *Child Labor Case, supra,* seemed keen to find in order to uphold the right of the states to control their manufactures under the power reserved to them by the Tenth Amendment. That the Reed Amendment was constitutional was based on the same reasoning as that applied in the *James Clark Distilling Co.* v. *W. Md. Ry. Co.* (1917), 242 U. S. 311, 2 So. LAW Q. 112, L. R. A. 1917B, 1218, Ann. Cas. 1917B, 845, it there holding that it was constitutional for a state under the Webb-Kenyon Act to make it unlawful for a carrier to bring liquor into the state. The court decided that there was no delegation of authority to the states, for the states, in their police regulations necessarily affecting interstate commerce, were acting under the will of Congress; and, that the act itself was uniform, for "it uniformly applies to the conditions which it calls into play", and, further, that there is no constitutional requirement that regulation shall be uniform throughout the United States. When the Wilson and Webb-Kenyon acts were passed, Congress had in view the laws of the states, but by the Reed Amendment it exerted a power of its own in accordance with its views of public policy.

LANDLORD AND TENANT—ASSIGNMENT—LIABILITY OF ASSIGNEE ON CONTRACT WITH LESSOR.—Defendant being in possession of certain premises under a lessee, informed the lessor that he would pay the rent and "assume" the lease. *Held,* that defendant was an assignee: further, that he remained liable for rent for the term of the lease, though dispossessed under Civil Code Procedure, section 2253. *Mann* v. *Ferdinand Munch Brewing Co.* (N. Y., 1919), 121 N. E. 746.

As between the lessor and the lessee, the latter is liable for rent by reason of privity of estate. TIFFANY, LANDLORD AND TENANT, p. 1029. Consequently upon a cessation of this privity the liability also ceases. Ordinarily such liability is augmented by a covenant for rent creating a contractual relation between the parties. The privity of estate may be concluded by the lessee's assignment of his interest. Such assignment operates to vest the privity of estate but not the privity of contract in the assignee. TIFFANY, LANDLORD AND TENANT, pp. 918, 1123; *Peck* v. *Christman,* 94 Ill. App. 435. Generally the assignee's liability is dependent upon the existence of this privity of estate. *Sexton* v. *Chicago Store Company,* 129 Ill. 318, 327; *Sutcliff* v. *Atwood,* 15 Oh. St. 192. As in the case of the lessee, an assignee may assume independent liability. *Bonetti* v. *Treat,* 91 Calif. 223; *Springer* v. *DeWolf,* 194 Ill. 218, wherein an assumption of the lease by the assignee was held to create a contract and entitle the lessee to sue the assignee for rent after assignment.

Though the agreement was made with the lessee, the rule in Illinois allows a party for whose benefit a contract is made to sue on it in his own name. *Bristow* v. *Lane,* 21 Ill. 194. In jurisdictions where this rule does not obtain, such as Massachusetts, *Marston* v. *Bigelow,* 150 Mass. 45; Minnesota, *Union Storage Co.* v. *McDermott,* 53 Minn. 407; New Hampshire, *Curry* v. *Rogers,* 21 N. H. 247; Virginia, *Newberry* v. *Newberry Land Co.,* 95 Va. 111, the lessor would probably be without direct remedy on such an agreement. In the instant case, it did not appear that defendant, though in possession, had actually taken an assignment, but under the rule of presumption as to one in possession, it was so found by the trial court. TIFFANY, LANDLORD AND TENANT, p. 950; *Ebling* v. *Tuylien,* 2 Mo. App. 252; *Frank* v. *Ry. Co.,* 122 N. Y. 197. Such presumption does not operate to bind the assignee on the personal covenants of the lease, *Frank* v. *Ry. Co., supra; Congregational Society of Sharon* v. *Rix* (Vt.), 17 Atl. 719. The defendant's letter to the plaintiff in which he "assumed" the lease was held by the court in effect to establish a contract directly between the parties, finding the assignment by the lessee and the permission to assign by the lessor to be the consideration for the assignee's assumption of liability on the personal covenants. That a covenant by an assignee to remain liable for rent after assignment or dispossession if based on a valuable consideration is valid, is conceded. *Consumer's Ice Co.* v. *Bixler,* 84 Md. 437. The Court directs most of its attention to the proper construction of the word "assume" contenting itself with the statement that the assignment and consent were consideration for the contract. Whether defendant's promise was supported by the requisite consideration was, it is submitted, the real question in the principal case.

MASTER AND SERVANT—INJURIES TO SERVANT—ESTOPPEL OF INFANT SERVANT.—Plaintiff, a girl under sixteen, was hired by defendant on representations by her that she was older than sixteen, the age required by the state's Child Labor laws. She sued for an injury to her hand caused by working at a mangle machine. Defendant claimed that plaintiff was guilty of contributory negligence, and was estopped by her previous assertions from setting up her true age and that she was hired contrary to statute. *Held*: since plaintiff was under the age required by statute, contributory negligence was no defense, and she was not estopped from setting up her true age. *Sanitary Laundry Co.* v. *Adams* (Ky., 1919), 208 S. W. 6.

The court goes on the theory that one who hires an infant must ascertain at his peril that the employe is a member of the class of persons he may lawfully employ, and if the hiring be unlawful, the master is an insurer of the child's safety. The principle underlying the cases that follow this view is that the statute is aimed at the master and not at the servant, that the latter does nothing unlawful, but the former does. *American Car* v. *Armentraut,* 214 Ill. 509. The Indiana court holds that it is negligence *per se* to hire a young person unlawfully, hence contributory negligence is no bar. *Waverly Co.* v. *Beck,* 180 Ind. 523. But other courts do not go to the same length. In New York it has been decided that the hiring is not negligence *per se,* but that proper vigilance must be exercised by the employer. *Koester*